

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF INDIANA  
NEW ALBANY DIVISION

IN RE: Bradley William Tincher

DEBTOR(s)

CASE NO. 19-90370-BHL-13

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**CERTIFICATE OF SERVICE**

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I hereby certify that on March 18, 2019, a copy of the CHAPTER 13 PLAN and the NOTICE OF FILING OF CHAPTER 13 PLAN were filed electronically. Notice of this filing will be sent to the following parties through the Court's Electronic Case Filing System. Parties may access this filing through the Court's system.

Joseph M. Black jmbecf@trustee13.com, jmbecf@cinergymetro.net  
U.S. Trustee ustpregion10.in.ecf@usdoj.gov  
Mark S Zuckerberg filings@mszlaw.com, s.mr72948@notify.bestcase.com

I further certify that on March 18, 2019, a copy of the CHAPTER 13 PLAN and the NOTICE OF FILING OF CHAPTER 13 PLAN were mailed by first-class U.S. Mail, postage prepaid, and properly addressed to those persons listed on the attached matrix at the addresses shown therein.

/s/ Joseph M. Black, Jr.  
Joseph M. Black, Jr., Chapter 13 Trustee  
PO Box 846  
Seymour, IN 47274  
Phone: (812)524-7211  
Fax: (812)523-8838  
Email: jblacktrustee@trustee13.com

Label Matrix for local noticing

0756-4

Case 19-90370-BHL-13

Southern District of Indiana

New Albany

Mon Mar 18 10:59:35 EDT 2019

Attorney General of the United States  
 U.S. Department of Justice  
 950 Pennsylvania Ave NW  
 Washington, DC 20530-0001

(p)CREDITORS BANKRUPTCY SERVICE

PO BOX 800849  
 DALLAS TX 75380-0849

Atlantic Credit &amp; Finance

PO Box 13386

Roanoke, VA 24033-3386

Bankruptcy Law Office of  
 Mark S. Zuckerberg  
 429 N Pennsylvania St  
 Suite 100  
 Indianapolis IN 46204-1873

Barnett Porter & Dunn  
 100 Mallard Creek Rd, Ste 401  
 Louisville, KY 40207-5137

Joseph M. Black Jr.  
 Office of Joseph M. Black, Jr.  
 PO Box 846  
 Seymour, IN 47274-0846

CBCS  
 PO Box 1085  
 Columbus, OH 43216-1085

Capital One  
 P.O. Box 5294  
 Carol Stream, IL 60197-5294

Capital One  
 PO Box 30285  
 Salt Lake City, UT 84130-0285

Credit One Bank  
 PO Box 60500  
 City Of Industry, CA 91716-0500

Dept of Ed/Navient  
 PO Box 9655  
 Wilkes Barre, PA 18773-9655

(p)FIFTH THIRD BANK  
 MD# ROPS05 BANKRUPTCY DEPT  
 1850 EAST PARIS SE  
 GRAND RAPIDS MI 49546-6253

(p)FLOYD EMERGENCY MEDICINE ASSOCIATES  
 700 EAST SPRING STREET  
 SUITE 200  
 NEW ALBANY IN 47150-6816

(p)G L A COLLECTION CO INC  
 PO BOX 588  
 GREENSBURG IN 47240-0588

Harley Davidson Credit  
 PO Box 21829  
 Carson City, NV 89721-1829

IMC Credit Services  
 6955 Hillsdale Court  
 Indianapolis, IN 46250-2054

LVNV Funding, LLC  
 1 Corporate Dr., Ste. 360  
 Lake Zurich, IL 60047-8945

Mariner Personal Finance  
 8211 Town Center Dr  
 Nottingham, MD 21236-5904

Midland Funding, LLC  
 2365 Northside Dr #300  
 San Diego, CA 92108-2709

One Main  
 PO Box 1010  
 Evansville, IN 47706-1010

Pennyrile Collection, Inc  
 PO Box 965  
 Hopkinsville, KY 42241-0965

Safe-Chek  
 PO Box 4127  
 Fort Walton Beach, FL 32549-4127

Stenger & Stenger  
 2618 East Paris Ave SE  
 Grand Rapids, MI 49546-2458

Bradley William Tincher  
 767 Bono Road  
 Mitchell, IN 47446-5940

U.S. Attorney's Office  
 10 W Market St Ste 2100  
 Indianapolis, IN 46204-1986

U.S. Trustee  
 Office of U.S. Trustee  
 101 W. Ohio St.. Ste. 1000  
 Indianapolis, IN 46204-1982

Verizon  
 PO Box 25505  
 Lehigh Valley, PA 18002-5505

Mark S Zuckerberg  
 Law Office of Mark S Zuckerberg, P.C.  
 429 N Pennsylvania St Ste 100  
 Indianapolis, IN 46204-1873

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Army/Air Force Exchange  
PO Box 650410  
Dallas, TX 75265-0410

Fifth Third Bank  
5050 Kingsley Drive  
Cincinnati, OH 45263

Floyd Emergency Medicine  
700 East Spring St, Ste 200  
New Albany, IN 47150

GLA Collection Co., Inc.  
2630 Gleeson Lane  
Louisville, KY 40299

(d) Military Star  
3911 S Walton Walker Blvd  
Dallas, TX 75265-0410

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d) U.S. Attorney's Office  
10 W Market St Ste 2100  
Indianapolis IN 46204-1986

	End of Label Matrix
Mailable recipients	28
Bypassed recipients	1
Total	29

UNITED STATES BANKRUPTCY COURT  
Southern District of Indiana  
121 W. Spring St., Rm. 110  
New Albany, IN 47150

SF13210 (rev 02/2017)

In re:

**Bradley William Tincher,**  
SSN: xxx-xx-9140 EIN: NA  
767 Bono Road  
Mitchell, IN 47446  
Debtor.

Case No. 19-90370-BHL-13

**NOTICE OF FILING OF CHAPTER 13 PLAN**

A Chapter 13 Plan was filed on March 14, 2019, by Debtor Bradley William Tincher. A copy of this document is attached.

**NOTICE IS GIVEN** that any objection to the Chapter 13 Plan must be filed with the Court at least **3 days** prior to the 341 meeting date or by April 12, 2019, whichever is later. Objections must comply with S.D.Ind. B-9013-1(d) and must be served on the attorney for the debtor and the chapter 13 trustee.

If no objections are filed, the Court may confirm the plan without conducting an actual hearing. Unresolved objections will be scheduled for hearing by the Court at a later date.

Dated: March 15, 2019

Kevin P. Dempsey  
Clerk, U.S. Bankruptcy Court

**United States Bankruptcy Court**  
**Southern District of Indiana**

In re **Bradley William Tincher**

Debtor(s)

Case No.

Chapter

**13**

**CHAPTER 13 PLAN**

Original

Amended Plan #    (e.g. 1<sup>st</sup>, 2<sup>nd</sup>)

**\*\*MUST BE DESIGNATED\*\***

**1. NOTICE TO INTERESTED PARTIES:**

The Debtor must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included," if neither box is checked, or if both boxes are checked, the provision will be ineffective if set out later in the plan.

<p><b>1.1 A limit on the amount of a secured claim, pursuant to paragraph 8.(b), which may result in a partial payment or no payment at all to the secured creditor.</b></p> <p><b>1.2 Avoidance of a judicial lien or nonpossessory, non-purchase money security interest. Any lien avoidance shall occur by separate proceeding, pursuant to paragraph 12.</b></p> <p><b>1.3 Nonstandard provisions, set out in paragraph 15.</b></p>	<input checked="" type="checkbox"/> Included <input type="checkbox"/> Not Included <input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included <input checked="" type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included
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**2. GENERAL PROVISIONS:**

- (a) **YOUR RIGHTS MAY BE AFFECTED.** Read these papers carefully and discuss them with your attorney. If you oppose any provision of this plan, you must file a timely written objection. This plan may be confirmed without further notice or hearing unless a written objection is filed before the deadline stated on the separate Notice you received from the Court.
- (b) **PROOFS OF CLAIM:** You must file a proof of claim to receive distributions under the plan. Absent a Court order determining the amount of the secured claim, the filed proof of claim shall control as to the determination of pre-petition arrearages; secured and priority tax liabilities; other priority claims; and the amount required to satisfy an offer of payment in full. All claims that are secured by a security interest in real estate shall comply with the requirements of Federal Rule of Bankruptcy Procedure ("FRBP") 3001(c)(2)(C).
- (c) **NOTICES RELATING TO MORTGAGES:** As required by Local Rule B-3002.1-1, all creditors with claims secured by a security interest in real estate shall comply with the requirements of FRBP 3002.1(b) and (c) without regard to whether the real estate is the Debtor's principal residence. If there is a change in the mortgage servicer while the bankruptcy is pending, the mortgage holder shall file with the Court and serve upon the Debtor, Debtor's counsel and the Chapter 13 Trustee ("Trustee") a Notice setting forth the change and providing the name of the new servicer, the payment address, a contact phone number and a contact e-mail address.
- (d) **NOTICES (OTHER THAN THOSE RELATING TO MORTGAGES):** Non-mortgage creditors in Section 8(c) (whose rights are not being modified) or in Section 11 (whose executory contracts/unexpired leases are being assumed) may continue to mail customary notices or coupons to the Debtor or the Trustee notwithstanding the automatic stay.
- (e) **EQUAL MONTHLY PAYMENTS:** As to payments required by paragraphs 7 and 8, the Trustee may increase the amount of any "Equal Monthly Amount" offered to appropriately amortize the claim. The Trustee shall be permitted to accelerate payments to any class of creditor for efficient administration of the case.
- (f) **PAYMENTS FOLLOWING ENTRY OF ORDERS LIFTING STAY:** Upon entry of an order lifting the stay, no distributions shall be made on any secured claim relating to the subject collateral until such time as a timely amended deficiency claim is filed by such creditor and deemed allowed, or the automatic stay is re-imposed by further order of the Court.

**3. SUBMISSION OF INCOME:** Debtor submits to the supervision and control of the Trustee all or such portion of future earnings or other future income or specified property of the Debtor as is necessary for the execution of this plan.

**4. PLAN TERMS:**

(a) **PAYMENT AND LENGTH OF PLAN:** Debtor shall pay \$ \$310.00 per month to the Trustee, starting not later than 30 days after the order for relief, for 60 months, for a total amount of \$ 18,600.00.

Additional payments to the Trustee and/or future changes to the periodic amount proposed are:

None.

(b) **INCREASED FUNDING:** If additional property comes into the estate pursuant to 11 U.S.C. §1306(a)(1) or if the Trustee discovers undisclosed property of the estate, then the Trustee may obtain such property or its proceeds to increase the total amount to be paid under the plan. However, if the Trustee elects to take less than 100% of the property to which the estate is entitled OR less than the amount necessary to pay all allowed claims in full, then a motion to compromise and settle will be filed, and appropriate notice given.

(c) **CURING DEFAULTS:** If Debtor falls behind on plan payments or if changes to the payments owed to secured lenders require additional funds from the Debtor's income, the Debtor and the Trustee may agree that the Debtor(s) will increase the periodic payment amount or that the time period for making payments will be extended, not to exceed 60 months. Creditors will not receive notice of any such agreement unless the total amount that the Debtor(s) will pay to the Trustee decreases. Any party may request in writing, addressed to the Trustee at the address shown on the notice of the meeting of creditors, that the Trustee give that party notice of any such agreement. Agreements under this section cannot extend the term of the plan more than 6 additional months.

(d) **OTHER PLAN CHANGES:** Any other modification of the plan shall be proposed by motion pursuant to 11 U.S.C. §1329. Service of any motion to modify this plan shall be made by the moving party as required by FRBP 2002(a)(5) and 3015(h), unless otherwise ordered by the Court.

**5. PAYMENT OF ADMINISTRATIVE CLAIMS (INCLUSIVE OF DEBTOR'S ATTORNEY FEES):**

NONE

All allowed administrative claims will be paid in full by the Trustee unless the creditor agrees otherwise:

Creditor	Type of Claim	Scheduled Amount
Amy D. Desai CO-30112	Attorney Fees	\$2,830.00

**6. PAYMENT OF DOMESTIC SUPPORT OBLIGATIONS:**

NONE

(a) **Ongoing Domestic Support Obligations.** Debtor shall make any Domestic Support Obligation payments that are due after the filing of the case under a Domestic Support Order directly to the payee.

(b) **Domestic Support Obligation Arrears.**

NONE

The following arrearages on Domestic Support Obligations will be paid in the manner specified:

Creditor	Type of Claim	Estimated Arrears	Treatment

**7. PAYMENT OF SECURED CLAIMS RELATING SOLELY TO THE DEBTOR'S PRINCIPAL RESIDENCE:**

NONE

As required by Local Rule B-3015-1(c), if there is a pre-petition arrearage claim on a mortgage secured by the Debtor's principal residence, then both the pre-petition arrearage and the postpetition mortgage installments shall be made through the Trustee. Initial post-petition payment arrears shall be paid with secured creditors. If there are no arrears, the Debtor may pay the secured creditor directly. Before confirmation, the payment to the mortgage lender shall be the regular monthly mortgage payment unless otherwise ordered by the Court or modified pursuant to an agreement with the mortgage lender. After confirmation, payment shall be as set forth below. Equal Monthly Amount and Estimated Arrears listed below shall be adjusted based on the filed claim and/or notice. Delinquent real estate taxes and homeowners' association or similar dues should be treated under this paragraph.

Creditor	Residential Address	Estimated Arrears	Equal Monthly Amount	Select One for Mortgages ONLY:
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No late charges, fees or other monetary amounts shall be assessed based on the timing of any payments made by the Trustee under the provisions of the Plan, unless allowed by Order of the Court.

#### **8. PAYMENT OF SECURED CLAIMS OTHER THAN CLAIMS TREATED UNDER PARAGRAPH 7:**

##### **(a) Secured Claims as to Which 11 U.S.C. § 506 Valuation Is Not Applicable:**

**NONE**

Pursuant to Local Rule B-3015-3, and unless otherwise ordered by the Court, prior to plan confirmation, as to secured claims not treated under paragraph 7 and as to which valuation under 11 U.S.C. § 506 is not applicable, the Trustee shall pay monthly adequate protection payments equal to 1% of a filed secured claim. The Trustee shall disburse such adequate protection payments to the secured creditor as soon as practicable after receiving plan payments from the Debtor, and the secured claim will be reduced accordingly. After confirmation of the plan, unless otherwise provided in paragraph 15, the Trustee will pay to the holder of each allowed secured claim the filed claim amount with interest at the rate stated in column 5.

(1) Creditor	(2) Collateral	(3) Purchase Date	(4) Estimated Claim Amount	(5) Interest Rate	(6) Equal Monthly Amount
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##### **(b) Secured Claims as to Which 11 U.S.C. § 506 Valuation Is Applicable:**

**NONE**

Pursuant to Local Rule B-3015-3, and unless otherwise ordered by the Court, prior to plan confirmation as to secured claims not treated under paragraph 7 but as to which § 506 valuation is applicable, the Trustee shall pay monthly adequate protection payments equal to 1% of the value of the collateral in column 5. The Trustee shall disburse such adequate protection payments to the secured creditor as soon as practicable after receiving plan payments from the Debtor, and the secured claim will be reduced accordingly. After confirmation of the plan, unless otherwise provided in paragraph 15, the Trustee will pay to the holder of each allowed secured claim the value amount in column 5 at the equal monthly amount in column 7 with interest at the rate stated in column 6.

(1) Creditor	(2) Collateral	(3) Purchase Date	(4) Scheduled Debt	(5) Value	(6) Interest Rate	(7) Equal Monthly Amount
Harley Davidson Credit	2013 Harley Davidson Street Glide	11/2012	\$14,088.00	\$11,100.00	5.00%	\$250

##### **(c) Curing Defaults and/or Maintaining Payments:**

**NONE**

Trustee shall pay the allowed claim for the arrearage, and Debtor shall pay regular post-petition contract payments directly to the creditor:

Creditor	Collateral/Type of Debt	Estimated Arrears	Interest Rate(if any)
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##### **(d) Surrendered/Abandoned Collateral:**

**NONE**

The Debtor intends to surrender the following collateral. Upon confirmation, the Chapter 13 estate abandons any interest in, and the automatic stay pursuant to 11 U.S.C. § 362 is terminated as to, the listed collateral and the automatic stay pursuant to 11 U.S.C. §1301 is terminated in all respects. Any allowed unsecured claim resulting from the disposition of the collateral will be treated in paragraph 10.(b) below. Upon confirmation, the secured creditor is free to pursue its *in rem* rights.

Creditor	Collateral Surrendered/Abandoned	Scheduled Value of Property
One Main	2003 Mercedes CLK 430	\$1,000.00

**9. SECURED TAX CLAIMS AND 11 U.S.C. § 507 PRIORITY CLAIMS:**

**NONE**

All allowed secured tax obligations shall be paid in full by the Trustee, inclusive of statutory interest thereon (whether or not an interest factor is expressly offered by plan terms). All allowed priority claims shall be paid in full by the Trustee, exclusive of interest, unless the creditor agrees otherwise:

Creditor	Type of Priority or Secured Claim	Scheduled Debt	Treatment

**10. NON-PRIORITY UNSECURED CLAIMS:****(a) Separately Classified or Long-term Debts:**

**NONE**

Creditor	Basis for Classification	Treatment	Amount	Interest (if any)
Dept of Ed/Navient	Student Loans	In Deferral		

**(b) General Unsecured Claims:**

**Pro rata distribution from any remaining funds; or**  
 **Other: \_\_\_\_\_**

**11. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

**NONE**

All executory contracts and unexpired leases are REJECTED, except the following, which are assumed:

Creditor	Property Description	Treatment

**12. AVOIDANCE OF LIENS:**

**NONE**

Debtor will file a separate motion or adversary proceeding to avoid the following nonpurchase money security interests, judicial liens, wholly unsecured mortgages or other liens that impair exemptions:

Creditor	Collateral/Property Description	Amount of Lien to be Avoided

**13. LIEN RETENTION:** With respect to each allowed secured claim provided for by the plan, the holder of such claim shall retain its lien securing such claim until the earlier of a) the payment of the underlying debt determined under non-bankruptcy law or b) entry of a discharge order under 11 U.S.C. § 1328.

**14. VESTING OF PROPERTY OF THE ESTATE:** Except as necessary to fund the plan or as expressly retained by the plan or confirmation order, the property of the estate shall vest in the Debtor upon confirmation of the Debtor's plan, subject to the rights of the Trustee, if any, to assert claim to any additional property of the estate acquired by the Debtor post-petition pursuant to operation of 11 U.S.C. § 1306.

**15. NONSTANDARD PROVISIONS:**

**NONE**

Under FRBP 3015(c), nonstandard provisions are required to be set forth below. Any nonstandard provision placed elsewhere in the plan is void. These plan provisions will be effective only if the included box in Paragraph 1.3 of this plan is checked.

Date: March 7, 2019

**/s/ Bradley William Tincher**

Signature of Debtor

**Bradley William Tincher**

Printed Name of Debtor

**/s/ Amy D. Desai**

**Amy D. Desai CO-30112**

Counsel for Debtor(s)

Address:

**429 N. Pennsylvania Street - Suite 100**

**Indianapolis, IN 46204**

City, State, ZIP code:

**Indianapolis, IN, 46204-0000**

Area code and phone:

**317-687-0000**

Area code and fax:

**317-687-5151**

Email address:

**[filings@mszlaw.com](mailto.filings@mszlaw.com)**

By filing this document, the Debtor(s), if not represented by an attorney, or the Attorney for the Debtor(s) also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the form plan adopted by this Court, other than any nonstandard provisions included in paragraph 15.